

significantly during the interview. The rejections of the claims under 35 U.S.C. §112, first paragraph, and under 35 U.S.C. §102(b) as being anticipated by Frankosky and §102(e) as being anticipated by Barre were discussed with respect to independent claims 1, 11, 27, 31 and 34. Attorney Hamby proposed to amend the relevant independent claims by adding an upper thickness limitation of 0.04 inch, as opposed to 0.07 inch. In addition, Attorney Hamby explained the differences between the thickness of the batt of Frankosky and the thickness of the label stock of the present invention. In addition, Attorney Hamby also explained the differences between the sealed edges of the present invention and the edges of Frankosky and Barre. Also, Attorney Hamby and Examiner Rhee discussed that the calculation of CLO values of the thermal insulating layer, as set forth in the claims, vs. Examiner Rhee's allegation that CLO values must be calculated based on the thickness of the label stock as a whole, including thermal insulating layer, as well as face material. Examiner Rhee agreed to reconsider her interpretation of the claims with respect to the above noted points. She also noted that she might have to do additional searching in light of her new interpretation of the claims.

Should the above summary not be sufficient, it is noted that Examiner Rhee attached a form to the Interview Summary, titled "Summary of Record of Interview Requirements". In this form, there are listed seven requirements for a complete and proper recordation of the substance of any interview. In the spirit of cooperation, Applicants' undersigned Attorney will also address each of these points separately below in order to further comply with the Examiner's request for a written description of the substance of the interview.

The first requirement for an interview is for a brief description of the nature of any exhibit shown or any demonstration conducted. Since this was a telephonic interview, no exhibit or demonstration was conducted.

The second requirement for an interview summary is for identification of the claims discussed. Independent claims 1, 11, 27, 31 and 34 were discussed with respect to both the rejection under 35 U.S.C. §112, first paragraph, and the rejections under 35 U.S.C. §102(b) and §102(e).

The third requirement for an interview summary is for identification of the specific prior art discussed. The Frankosky Patent (U.S. Patent No. 5,527,600) was discussed with respect to independent claims 1, 11, 27, and 31. The Barre Patent (U.S. Patent No. 6,286,872) was discussed with respect to independent claims 1, 11, 27, 31 and 34.

The fourth requirement for an interview summary is for identification of the principal proposed amendments of a substantive nature which were discussed during the interview, unless these are already described in the Interview Summary Form completed by the Examiner. The fifth requirement for an interview summary is a brief identification of the general thrust of the principal arguments presented to the examiner. These two requirements will be addressed together, since they are intertwined to a large extent. The first issue that was addressed during the Interview was the rejection of claims 1 – 4, 6 – 11 and 18 – 34 under 35 U.S.C. §112, first paragraph. Attorney Hamby noted that Applicants claim 0.07 inch, not 0.7 inch as the Examiner states in the Office Action. Also, Attorney Hamby noted that the upper limitation on thickness of 0.07 inch did not even appear in claims 27 and 34. However, Attorney Hamby did acknowledge during the telephone interview that this rejection of claims 1, 11 and 31 under 35 U.S.C. §112, first paragraph, was proper. Attorney Hamby noted that she would amend these claims to recite that the upper limit of the thickness of the label stock is 0.04 inch, and not 0.07 inch, as currently claimed.

Attorney Hamby discussed the rejection of independent claims 1, 11, 27 and 31 under 35 U.S.C. §102(b) as being anticipated by Frankosky. Attorney Hamby noted that Examiner Rhee apparently chose to ignore the upper limit of the thickness of the label stock as recited in the independent claims 1, 11 and 31. Attorney Hamby requested that Examiner Rhee please give weight to this limitation, and consider the patentability of these claims over Frankosky, noting that Frankosky teaches a batt which is far too thick to function as a label. Examiner Rhee acknowledged that Frankosky failed to teach a label stock having a thickness of less than 0.04 inch, and that the rejection of claims 1 – 3, 9, 11, 27, 28, 31, 32 and 33 under 35 U.S.C. §102(b) as being anticipated by Frankosky is improper and should be withdrawn. However, she noted that she would need to do additional searching with this new upper limit in mind.

The feature that the upper and lower, or upper, lower and side edges, of label stock of the present invention are sealed, as recited in claims 27, 31 and 34, was then discussed. Although Attorney Hamby did not present any specific amendments for these claims with respect to this feature, Attorney Hamby did discuss this feature with respect to both the Frankosky and the Barre patent. Attorney Hamby noted that col. 2, lines 27 and 28, which are used by the Examiner to support her position that the faces of Frankosky are sealed, do not disclose sealed faces at all. Rather, this

disclosure says that the upper and lower faces of the batt are sealed. These surfaces would be analogous to the face material of the present invention. Thus, Attorney Hamby argued that there is no disclosure in Frankosky that the edges of the batt are sealed. Attorney Hamby also discussed with Examiner Rhee her interpretation of Frankosky as set forth on page 10 of the Office Action that it is inherent that the top of bottom edges of Frankosky are sealed in order to prevent fiber leakage through shell fabrics. Attorney Hamby pointed out that Frankosky is completely directed to preventing fiber leaking through the surfaces of the batt. She also noted that there is no suggestion in Frankosky that fibers leak through the surfaces of the batt between the large surfaces, or faces of the batt, and that this must be prevented.

Attorney Hamby then analogized the label stock or label of the present invention to a pillow case having a pillow inside. A pillow case has two longer edges, which are sewn together, a shorter edge, which is sewn together, and an open shorter edge opposite the sewn shorter edge which allows the pillow to be inserted into the pillow case. The two longer edges of the pillow case are analogous to Applicants' sealed top and bottom edges. Examiner Rhee acknowledged that she understood the analogy and would consider the prior art with this understanding of what is meant by the recitation that the top and bottom edges of the label stock are sealed. However, she also acknowledged that she would need to do additional searching with this new understanding of what is meant by top and bottom edges in mind.

Examiner Rhee and Attorney Hamby also discussed the sealed edges feature of the present invention with respect to the Barre Patent. They discussed Examiner Rhee's interpretation of Barre in the Office Action that the label stock is sealed at its edges, pointing to Fig. 1, numbers 9 and 5. Attorney Hamby noted that in Fig. 1 of Barre, 9 represents an adhesive composition which is put on the printable substrate 2. Reference number 5 is a side of a peel-off sheet 4 which is in contact with the adhesive composition 9. She noted that this is not sealing of edges which are edges as in the pillow case analogy, described above. Attorney Hamby and Examiner Rhee also discussed Examiner Rhee's interpretation of Barre in the Response to Arguments on page 9 of the Office Action, where Examiner Rhee explains that side 3 in Fig. 1 is covered with adhesive composition and that label 1 adheres to the package, and concludes that the top, bottom, sides and center of the label are adhered to the package. Attorney Hamby agreed that the bottom side 3 of the label

of Barre is adhered to a package, when the label is put on the package. However, she noted that this is completely different than saying that the edges of the label or the label stock are *sealed*. Again, Examiner Rhee acknowledged that she understood what Applicants meant by sealed edges, and that it was different than what was shown in Barre, but noted that she would have to do additional searching. Nevertheless, during the telephone interview, Attorney Hamby acknowledged that the claims could be amended to better define the invention in this regard. While no specific claim language was presented during the Interview, Attorney Hamby promised that she would draft some language which capture the idea that the edges of the label stock or label are sealed. This language was presented in the Amendment filed on September 26<sup>th</sup>.

Examiner Rhee and Attorney Hamby then discussed Applicants' claimed limitation that the thermal insulating layer has a specified CLO value. First, Attorney Hamby pointed out to Examiner Rhee that she cannot read the materials of polyester, polyethylene and polypropylene as disclosed in Barre into the independent claims and make the assumption that all polyester, polyethylene and polypropylene, if used in a label having a thickness greater than 0.0075 inch and less than 0.07 inch, would have Applicants' claimed thermal resistance values. As discussed during the telephone interview, thermal resistance is a function of the type of material used, as well as the thickness of the material. Applicants' thermal insulating layer does not have a thickness between 0.0075 and 0.07 inch; rather, this is the thickness of the entire label stock. Attorney Hamby explained to Examiner Rhee that it is not proper to calculate the thermal resistance of Barre's thermal insulating layer and face material *as a whole*, as Examiner Rhee alleges on page 9 of the Office Action. Rather, Attorney Hamby noted that Applicants' claims only cover those materials used *in an insulating layer* which has a thickness which is less than the thickness of the entire label and which have a thermal resistance in the range of 0.05 to 0.5 CLO (0.0077 to 0.077 m<sup>2</sup>.K/W). Examiner Rhee agreed that it would not be proper to calculate thermal resistance based on the thickness of the label stock as a whole. Examiner Rhee acknowledged that reconsideration of the calculations attached to Amendment B, and summarized in the Tables in Amendment B, is in order.

The sixth requirement for an interview summary is a general indication of any other pertinent matters discussed. Applicants' undersigned Attorney believes that she has described these all pertinent matters above.

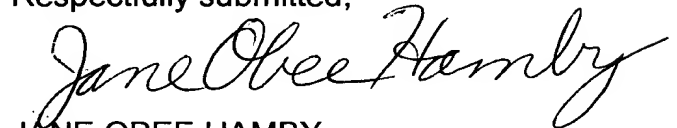
Finally, the seventh requirement for an interview summary is a discussion of the general results or outcome of the interview, unless already described in the Interview Summary Form. Attorney Hamby believes that this is adequately described in the above paragraphs with respect to the fifth and sixth requirements.

Nonetheless, she notes that the Examiner states in the Interview Summary Form that agreement was not reached with respect to the claims. Attorney Hamby agrees with this statement. However, although Examiner Rhee did not agree that the claims would be allowable, she did acknowledge that perhaps her rejections were not proper in certain instances and that she would need to rethink them or do more searching. This point is not reflected on the Interview Summary Form, but is made herein.

Attorney Hamby respectfully believes that she has provided a complete description of the interview conducted on September 23, 2003. Complete consideration of the Amendment filed on September 26, 2003 is now requested. If Examiner Rhee has any questions or needs to discuss any of the points raised in the Amendment, she is invited to telephone Attorney Hamby at the number given below.

Should any extension of time be necessary, the Examiner is authorized to take such extension and charge the fee for such extension to Deposit Account No. 04-1928 (E.I. du Pont de Nemours and Company).

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## REMARKS

Applicants' undersigned Attorney would like to thank Examiner Rhee for the courtesies extended during the telephone interview of September 23, 2003 (hereinafter referred to as "the telephone interview"). During this telephone interview, the rejections in the Office Action mailed July 28, 2003 (hereinafter referred to as "the Office Action") were discussed. The issues discussed during the telephone interview are noted below in the context of the remarks with respect to the specific rejections.

In the Office Action, claims 1 – 4, 6 – 11 and 18 – 34 were rejected under 35 U.S.C. §112, first paragraph. The Examiner alleges that the upper limitation of the thickness of the label stock, less than 0.7 inch (0.1778 cm) is new matter. It is respectfully noted that Applicants claim 0.07 inch, not 0.7 inch as the Examiner states. In addition, it is noted that independent claims 27 and 34 do not even include the upper limitation of the thickness of the label stock of less than 0.07 inch. Claims 28 – 30 depend on claim 27. Thus, this rejection is simply improper with respect to claims 27 – 30 and 34. Nevertheless, Applicants' undersigned attorney acknowledged during the telephone interview, that this rejection with respect to the rest of the claims was proper, and noted that she has amended claims 1, 11 and 31 to recite that the upper limit of the thickness of the label stock is 0.04 inch. Antecedent basis for this amendment can be found on page 13, line 23. Thus, withdrawal of this rejection is respectfully requested.

Claims 1 – 3, 9, 11, 27, 28, 31, 32 and 33 were rejected under 35 U.S.C. §102(b) as being anticipated by Frankosky (U.S. Patent No. 5,527,600). The Examiner has apparently ignored the limitation of the upper limit on the thickness of the label stock in this rejection. The Examiner is now requested to consider the upper limit of 0.04 inch as now recited in claims 1, 11 and 31. As noted in Amendment A, filed on October 7, 2002, the batt of Frankosky is at least 0.07 inch, if not greater. The batt of Frankosky is much thicker than Applicants' claimed label stock, now with an upper limit of 0.04 inch. Examiner Rhee acknowledged that Frankosky failed to teach a label stock having a thickness of less than 0.04 inch, and that the rejection of claims 1 – 3, 9, 11, 27, 28, 31, 32 and 33 under 35 U.S.C. §102(b) as being anticipated by Frankosky is improper and should be withdrawn. However, she noted that she would need to do additional searching with this new upper limit in mind.

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In addition, it is noted that claim 27 recites that the label of the present invention is sealed at its upper, lower and side edges, and claims 31 and 34 recite that the label stock is sealed at its upper and lower edges. In the rejection of these claims as being anticipated by Frankosky, the Examiner states on page 3 of the Office Action that Frankosky discloses that the label stock is sealed at its upper, lower and side edges, citing col. 2, lines 27 and 28. However, as already pointed out in Amendment B, filed on May 12, 2003, this disclosure says that the upper and lower *faces* of the batt are sealed. There is no disclosure in Frankosky that the *edges* of the batt are sealed. This point was discussed during the telephone interview, in which Applicants' undersigned Attorney analogized the label stock or label of the present invention to a pillow case having a pillow inside. A pillow case has two longer edges, which are sewn together, a shorter edge, which is sewn together, and an open shorter edge opposite the sewn shorter edge which allows the pillow to be inserted into the pillow case. The two longer edges of the pillow case are analogous to Applicants' sealed top and bottom edges. The Examiner acknowledged that she understood the analogy and would consider the prior art with this understanding of what is meant by the recitation that the top and bottom edges of the label stock are sealed. However, she also acknowledged that she would need to do additional searching with this new understanding of what is meant by top and bottom edges in mind.

Nevertheless, during the telephone interview, Applicants' undersigned Attorney acknowledged that the claims could be amended to better define the invention in this regard. Specifically, by this Amendment, Applicants' undersigned Attorney has amended claim 27, which claims a label, to recite that the thermal insulating layer is laminated between two sheets of face material, and the two sheets of face material are sealed together along the top, bottom and side edges of the label. Claim 31 has been similarly amended for the claimed label stock. Claim 34 has been amended to recite that first and second sheets of biaxially oriented polyester film are sealed together along the top and bottom edges of the label stock.

It is respectfully submitted that the recitations that the sheets of face material or the sheets of biaxially oriented polyester film, respectively, are sealed together along the top and bottom edges, or top, bottom and side edges, is not new matter. In Amendment B, Applicants amended the specification to recite that the edges 132 as *originally disclosed*, include a top edge 132a and a bottom edge 132b. The top and bottom edges are shown in Figs. 3 – 6 as *originally filed*, although they were not

specifically labeled. In addition, it is noted that the specification on page 10, lines 19 – 22, *as originally filed*, disclosed that the label stock of the present invention may be sealed, such as with a hot knife, at its edges so that fluid cannot penetrate the edges of the label stock. Applicants respectfully submit that in order for fluid not to penetrate the edges of the label stock, the sheets of face material must be sealed together to form this seal. Applicants propose to amend the specification on page 10 at line 22, and on page 13, at lines 32 and 34, respectively, in order to highlight this feature of the present invention, which was disclosed inherently at the time of filing. Entry of these amendments to the specification and claims is requested.

In the Response to Arguments on the bottom of page 9 through the top of page 10 of the Office Action of July 28, 2003, the Examiner states that Frankosky discloses that the upper and lower faces are sealed for the purpose of low levels of fiber leakage through the shell fabrics, citing col. 1, line 56, and concludes that there it is *inherent* that the top and bottom edges are sealed in order to prevent fiber leakage through the shell fabrics. It is respectfully submitted that all of the disclosures in Frankosky are directed to sealing the *faces* of the batt. For example, as stated on column 3, lines 34 – 37, the cured resin is spread to ensure its complete and even distribution among the fibers in the *faces* of the batt to prevent fiber leakage through such surfaces of the batt. The Examiner has pointed to nothing in Frankosky to suggest that such sealing would inherently seal the top and bottom edges.

For all of the above reasons, it is respectfully submitted that the rejection of independent claims 1, 11, 27 and 31 as being anticipated by Frankosky is no longer appropriate. Allowance of these independent claims, and the claims that depend thereon, is requested.

Claims 1 – 4, 6, 8, 9, 11, 18, 19, 21, 23, 24, 27 and 30 – 34 were rejected under 35 U.S.C. §102(e) as being anticipated by Barre (U.S. Patent No. 6,286,872). In particular, the Examiner states on page 5 of the Office Action that since Barre discloses the thermal insulating layer comprising polyester, polyethylene and polypropylene desired by the applicant, also the thickness of the label stock is greater than 0.0075 inch and less than 0.07, it is inherent that the thermal insulating layer has a thermal resistance in the range of 0.05 to 0.5 CLO. It is respectfully submitted that this conclusion is simply incorrect for two reasons. First, the Examiner reads the materials of polyester, polyethylene and polypropylene into the independent claims, even though these materials are not specifically claimed therein, and assumes that all



polyester, polyethylene and polypropylene would inherently have Applicants' claimed thermal resistance values. As discussed during the telephone interview, the Examiner cannot make this assumption. Thermal resistance is a function of the type of material used, as well as the thickness of the material. Applicants' claims only cover those materials which have a thermal resistance in the range of 0.05 to 0.5 CLO (0.0077 to 0.077 m<sup>2</sup>.K/W).

Second, the Examiner has made an incorrect assumption about the thickness that should be used to calculate the thermal resistance. In the Response to Arguments, on page 9 of the Office Action, the Examiner explains her rationale for this conclusion, stating that:

*Applicant calculated the thermal resistance of Barre's insulating layer at the thickness of 20 microns and 500 microns, however fail to realize that applicant claimed that the label stock as a whole has a thickness greater than 0.0075 inch and less than 0.07 inch therefore did not calculate the thermal resistance of Barre's insulating layer and face material as a whole with the maximum thickness of 700 microns (0.0275 inches) when adding the maximum thickness of the face material, 200 microns (col. 2, line 19) and the maximum thickness of the insulating material 500 microns (col. 2 line 38).*

It is respectfully submitted that Applicants do not have to calculate the thermal resistance of Barre's thermal insulating layer *and face material as a whole*. The Examiner fails to realize that all of Applicants' independent claims, claims 1, 11, 27, 31 and 34, recite a *thermal insulating layer* having a thermal resistance in the range of 0.05 to 0.5 CLO (0.0077 to 0.077 m<sup>2</sup>.K/W). Nowhere does Applicant recite that the thermal insulating layer and face material *as a whole* have a thermal resistance in the range of 0.05 to 0.5 CLO. The Examiner has quite simply applied the wrong analysis to Applicants' claim language. This point was explained to Examiner Rhee during the telephone interview, and she agreed that it would not be proper to calculate thermal resistance based on the thickness of the label stock as a whole. Examiner Rhee acknowledged that reconsideration of the calculations attached to Amendment B, and summarized in the Tables in Amendment B, is in order.

In the rejection of the claims as being anticipated by Barre, the Examiner states on page 4 of the Office Action that the label stock is sealed at its edges,

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pointing to Fig. 1, numbers 9 and 5. In Fig. 1 of Barre, 9 represents an adhesive composition which is put on the printable substrate 2. Reference number 5 is a side of a peel-off sheet 4 which is in contact with the adhesive composition 9. In the Response to Arguments on page 9 of the Office Action, the Examiner explains that side 3 in Fig. 1 is covered with adhesive composition and that label 1 adheres to the package, and concludes that the top, bottom, sides and center of the label are adhered to the package. Applicants agree that the bottom side 3 of the label of Barre is adhered to a package, when the label is put on the package. However, this is completely different than saying that the edges of the label or the label stock are *sealed*. Examiner Rhee and Applicants' undersigned Attorney discussed the Examiner's interpretation that the bottom side 3 of the label of Barre is adhered to the package, and thus this is a sealed edge. In order to further clarify this distinction, and in light of the discussion of this point during the telephone interview, Applicants have amended claims 27, 31 and 34, as noted above. In view of these amendments, it is respectfully submitted that the rejection of independent claims 1, 11, 27, 31 and 34 as being anticipated by Barre is not applicable and should be withdrawn for all of the reasons as discussed above. Allowance of these claims, as well as the claims that depend thereon, is requested.

For all of the above reasons, allowance of claims 1 – 4, 6 – 11, 18 – 32 and 34 is earnestly solicited.

Should any extension of time be necessary, the Examiner is authorized to take such extension and charge the fee for such extension to Deposit Account No. 04-1928 (E.I. du Pont de Nemours and Company).

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